(A) BELLSOUTH

BellSouth Telecommunications, Inc.

Suite 2101

333 Commerce Street

Nashville, Tennessee 37201-3300

615 214-6301 Fax 615 214-7406

Guy M. Hicks General Counsel

September 28, 1999

EXECUTIVE CECNETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37238

Re:

CSA TN98-6386-00

Docket No. 99-00510

Dear Mr. Waddell:

Enclosed are fourteen copies of the letter requested by the Directors in connection with this Contract Service Arrangement ("CSA"). The letter confirms that the customer's agreement to pay the difference between the actual billed revenue for its Volume and Term Eligible Services and its contract revenue commitment as set forth in Section VI of the CSA does not apply upon the customer's early termination of the CSA.

Very truly yours,

Guy M. Hicks

GMH:ch Enclosure





BellSouth Telecommunications, Inc. Suite 2104 333 Commerce Street Nashville, Tennessee 37201-3300

Fax 615 214-8858

Charles L. Howorth, Jr. Regulatory Vice President

September 17, 1999

Mr. David Waddell, Executive Secretary Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243

615 214-6520

Tariff for Contract Service Arrangement TN98-6846-00 Re:

Dear Mr. Waddell:

This letter confirms that the customer's agreement to pay the difference between the actual billed revenue for its V&T Eligible Services and its Annual Revenue Commitment as set forth in Section VI of the CSA, does not apply upon the customer's early termination of the CSA. The customer must pay only the amount calculated in accordance with Section X (as amended) upon early termination of the CSA.

Thus, as an example, if amended Section X requires a payment of \$70,000 upon early termination of the CSA, the customer will pay only \$70,000 upon early termination of the CSA. This is true even if at the time of the early termination, the customer's actual billed revenue for its V&T Eligible Services is \$800,000 below its annual commitment level.

As indicated by the signature below, the customer agrees that this letter confirms its understanding of the manner in which termination liability charges are calculated under this CSA.

Very truly yours,

CLH/iem

REO'D TH

I have reviewed this letter and acknowledge that it accurately reflects my understanding, on behalf of the Customer, of the terms and conditions of this CSA.

J. C. Bradford & Company

BV: Mathe

Title: UP Notwork Sucs

Date: 4/28/89